

## **ADDENDUM TO FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS**

Clauses that are incorporated by reference (by Citation Number, Title, and Date), have the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

The following clauses are incorporated into 52.212-4 as an addendum to this contract:

### **A.1 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed six (6) months. The Contracting Officer may exercise the option by written notice to the Contractor within 15 days.

(End of Clause)

### **A.2 MCC 52.201-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) AND/OR PROJECT MONITOR (PM) (JULY 2012)**

- a) The Contracting Officer may designate a Government representative to act as the Contracting Officer's Representative (COR) or Project Monitor (PM) to perform functions under the contract such as review and/or inspection and acceptance of supplies, services, including construction, and other functions of a technical nature. The Contracting Officer will provide a written notice of such designation to the COR and/or PM and the Contractor. The designation letters will set forth the authorities and limitations of the COR and/or PM under the contract.
- b) Modifications to this contract are effective only if reduced to writing and executed by the Contracting Officer. The Contractor is specifically prohibited from performing any work that is outside the scope of this contract without the approval of the Contracting Officer. The Contracting Officer cannot authorize the COR or any other representative to sign documents (i.e., contracts, contract modifications, etc.) that require the signature of the Contracting Officer.

(End of Clause)

### **A.3 MCC 52.232-70 INVOICE INSTRUCTIONS (JAN 2013)**

Invoices shall be paid in accordance with the Prompt Payment Act, thirty days (30) following receipt of a proper invoice. The Contractor shall submit each invoice electronically via email or fax to the following:

**Fax:** 303.969.5151/7281 ATTN: MCC Payments, or

**Email:** [MCC\\_Accounting\\_IBCDENVER@ibc.doi.gov](mailto:MCC_Accounting_IBCDENVER@ibc.doi.gov), or

As an alternative to electronic submission of invoices, one copy of each invoice may be submitted to the following address:

**Interior Business Center**

M/S D-2773

7301 West Mansfield Avenue

Lakewood, CO 80235-2230

If it is determined that the amount billed is incorrect, the invoice may be revised by the Government, or the contractor may be required to submit a revised invoice.

To constitute a proper invoice, each invoice must include the following information and/or attached documentation:

- (1) Name, address and telephone of the Contractor
- (2) Date of invoice and invoice number
- (3) Contract number (including task order or call number and contract line item(s)) also modification number, if applicable
- (4) Description (quantity, unit of measure, unit price, and extended price) of the supplies/services rendered (including hours incurred and billing rate, as applicable to the contract)
- (5) A schedule depicting the following information:

Amount Invoiced This Period	Cumulative Amount Invoiced	Authorized Value of Contract	Balance Remaining on Contract

If the contractor is billing for costs incurred over more than a single month, the costs for each month in which the costs were incurred and shall be segregated into the month they were actually incurred.

- (6) Name of Contracting Officer's Representative (COR); and
- (7) Signature of authorized representative of the firm with the following invoice certification:

"The undersigned hereby certifies to the best of my knowledge and belief that: the sum claimed under this contract is proper and due, and all the costs of contract performance have been paid, or to the extent allowed under the applicable payment clause, will be paid by the Contractor when due in the ordinary course of business; the work reflected by these costs has been performed, and amounts involved are consistent with the requirements of this Contract.

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

Inquires regarding the status of invoices may be directed to IBC Accounting. The email address is:  
[MCC\\_Accounting\\_IBCDENVER@ibc.doi.gov](mailto:MCC_Accounting_IBCDENVER@ibc.doi.gov).

(End of Clause)

#### **A.4 MCC 52.232-71 PAYMENT POLICY FOR INDIVIDUAL CONSULTANTS (INCLUSIVE OF FULL TIME PERSONAL SERVICES CONTRACTORS) (JULY 2012)**

The following restrictions are applicable for all MCC contracts awarded to individual consultants, inclusive of full time personal services contractors (PSC's):

While contractors are working in the United States, the MCC will pay for actual hours worked up to 8 hours a day, 5 days a week.

While contractors are working overseas, the MCC will pay for actual hours worked up to 8 hours a day, 6 days a week.

The designated Contracting Officer's Representative (COR) shall approve hours worked by all contractors.

(End of Clause)

#### **A.5 MCC 52.232-73 TRAVEL REIMBURSEMENT (MAY 2013)**

*Policy.* When authorized as part of the Scope of Work on this contract/order and within the contract/order ceiling and as approved by the Contracting Officer's Representative (COR) and/or other MCC officials as described below, travel expenses incurred in performance of technical directives issued under this contractor/order may be reimbursed as allowed by the Federal Travel Regulations (FTR) in effect at the time of travel. MCC's supplemental policy interpretations are derived from the FTR and cannot grant additional benefits or adjust processes defined in the FTR. Supplemental policies of MCC set forth below:

*a) Traveler Responsibilities.* All contractor travelers must:

- 1) Exercise the same care in incurring expenses that a prudent person would exercise if traveling on personal business;
- 2) Travel in accordance with the FTR and the MCC policies included in this document; and
- 3) Pay any charges or fees associated with non-compliance of FTR or any MCC policies included in this document, and any expenses incurred for personal convenience. For example, the traveler may become personally responsible for travel costs associated with unauthorized use of other than coach class accommodations, failing to follow the Fly American Act requirements, exceeding per diem rates, changing departure or return flights, purchasing unapproved items, etc. regardless of the fact that travel arrangements may have been booked by others (e.g., Travel Agency).

*b) Cabin Class Standards*

- 1) The standard cabin class for contractor air-travel is coach class, regardless of destination or travel time.
- 2) Coach “premium” class may be authorized for destinations which have a travel time of more than 14 hours, consistent with the Federal Travel Regulations and the approval standards outlined in paragraph (f) of this document.
- 3) Business class travel accommodations will NOT be authorized except as determined through the approval process outlined in paragraph (f) of this document. This approval process is considered to be exceptional, to be part of a trip by trip analysis, and at the discretion of the government regardless of the destination or travel time.

*c) Airlines and Flights.* In accordance with the Fly America Act, contractors must use a U.S. flag air carrier service for all travel funded by the government beginning or ending in the U.S. unless a specific exemption to the “Fly America” rule applies. Flights on U.S. air carrier pairings with foreign carriers (i.e., code share flights) are regarded as meeting Fly America requirements if the ticket is issued on the American carrier and there is an American carrier flight number.

*d) Limitations.* Travel reimbursement, which is part of ODC, shall not exceed the authorized ODC amount on the contract. To be reimbursable, the travel expenses must be:

- 1) Allowable under the FTR and the provisions of this contract/order and associated technical directives;
- 2) Approved prior to travel expenditure by the COR; and
- 3) Allocable and necessary for performance of this contract/order and associated technical directives.

*e) Reimbursement Requests.* Travel reimbursement requests must be submitted in sufficient time for the COR to give prior approval, and must identify:

- 1) The name of the traveler.
- 2) Destination (s) including itinerary.
- 3) Purpose of the travel; and
- 4) Cost breakdown.
- 5) To be reimbursed, invoices including travel expenses must provide a detailed breakdown of the actual expenditures invoiced. Contractor shall maintain the original or legible copy of receipts for all travel expenses invoiced when the expenditure is \$75.00 or more. MCC reserves the right to request evidence of any travel expense paid.

*f) Approvals.* All travel expenses, including rental cars, must be approved by the MCC COR in writing in advance of booking any travel and incurring travel expenses. The following expense types require additional MCC pre-approvals beyond that of the COR. These additional approvals and associated justifications will be documented in writing:

1) Business class

Business class travel is considered to be exceptional, to be determined as part of a trip by trip analysis, and at the discretion of the government regardless of the destination or travel time. To reflect the exceptional nature of this approval, the justification for use of business class must be prepared by the COR and approved in writing by the relevant Managing Director or Deputy Vice President of the

organization requesting the contractor to travel. The single exception to requiring this justification and approval for every trip in question is when a State Department approved medical accommodation has been granted. In this case, the approval of the COR and the Contracting Officer only is required after verifying that the medical accommodation is effective for the trip in question and that sufficient funds are available. All justifications must verify that the contractor is required to report for duty the following day or sooner, that the travel time for the trip is at least 14 hours, and that a rest stop will not be taken en route. For audit purposes, all justifications and approvals to this effect must be retained by the COR and the contractor until contract closeout at which point all documentation must be provided to the Contracting Officer for incorporation in the contract file. Below are possible justifications supporting these exceptional requests:

A) Medical accommodation – MCC has engaged the services of the U.S. Department of State’s Office of Medical Services (MED/DP) for adjudication on requests for medical accommodations due to disability. MCC will facilitate this process but will not adjudicate disputes or appeals in connection with these requests. If the Department of State’s policies for reviewing these requests changes, MCC will be responsible for notifying contractors of the change but will not be responsible for providing an alternative for medical accommodation requests. For detailed procedures see Attachment: Medical Accommodation Procedures.

B) Sanitation/Health – Coach accommodations on an authorized/approved foreign air carrier do not provide adequate sanitation or health standards.

C) Savings – Flying in non-coach status would involve significant cost savings to MCC when compared to the lowest price non-refundable or restricted coach class fare.

D) Availability - No space is available in coach-class accommodations in time to accomplish the mission, which is urgent and cannot be postponed. (Note: this justification should not be used based on the lack of advanced planning by the contractor or the COR).

E) Security – Exceptional security circumstances require other than coach-class airline accommodations.

F) Mission critical agency requirement – circumstances in which a critical agency priority or project will incur delay or degradation without the intervention of a contractor and that intervention urgently requires other than coach class ticketing.

## 2) Coach “premium” class

Must be approved by the COR, subject to the availability of funds on the contract/order, and:

A) The origin and/or destination are OCONUS; and

B) The scheduled flight time including non-overnight stopovers and change of planes, is in excess of 14 hours. Scheduled flight time is the flight time between the originating departure point and the ultimate arrival point including scheduled non-overnight time spent at airports during plane changes. Scheduled non-overnight time does not include time spent at the originating or ultimate arrival airports. And;

C) The contractor is required to report to duty the following day or sooner; and

D) The contractor does not take a rest stop en route or a rest period upon arrival at the duty site.

## 3) Rest Stops – must be approved by the COR and cannot exceed 24 hours.

**NOTE:** Travelers may upgrade flight accommodations at their own expense or through the use of frequent flyer miles if the coach airfare is upgradeable at no extra cost to MCC.

(End of clause)

#### **A.6 MCC 52.232-74 ODC REIMBURSEMENT (JAN 2007)**

Other Direct Charges (ODCs) will be reimbursed for direct costs as provided in the contract and/or task order. To be reimbursed, invoices including ODCs, must provide a detailed breakdown of the actual expenditures invoiced. The contractor shall maintain the original or legible copy of receipts for all ODCs invoiced. MCC reserves the right to request evidence of any ODC reimbursed. To assure timely reimbursement of ODC's, the contractor is strongly encouraged to submit charges within 45 days of the expense.

(End of clause)

#### **A.7 MCC 52.243-70 INCREASE IN SERVICES (OCT 2006)**

The services described in Sections B and C (statement of work) represent the Government's best estimate for known requirements at this time. However, due to the uncertainty of the work, the Government reserves the right to add or delete services if the need arises.

(End of clause)

#### **A.8 GOVERNMENT PROPERTY**

In accordance with FAR 45.102, the Designated Consultant shall furnish all property required for performing under this Government Contract. If a Designated Consultant believes that Government property is required for performance, the Designated Consultant shall submit a written request, which includes the Contracting Officer's Representative concurrence, to the Contracting Officer. At a minimum, the request shall contain the following elements:

- a) Contract number and Call Number for which the property is required.
- b) An item(s) description, quantity and estimated cost.
- c) Certification that no like contractor property exists which could be utilized.
- d) A detailed description of the task-related purpose of the property.
- e) Explanation of negative impact if property is not provided by the Government.
- f) Lease versus purchase analysis shall be furnished with the request to acquire property on behalf of the Government, with the exception of requests for material purchases. The Designated Consultant may not proceed with acquisition of property on behalf of the Government until receipt of written authorization from the Contracting Officer.

(End of Clause)

#### **A.9 DESIGNATED CONSULTANT PERFORMANCE ASSESSMENT RATING**

The Contracting Officer's Representative will evaluate each Designated Consultant's performance annually using the CPARS format (reference Base BPA Clause 23, entitled "Contractor Performance Assessment Rating

System (CPARS) Registration”) for all contract actions exceeding \$150,000. This evaluation may be conducted for contract actions lower than that amount should significant events occur or extraordinary contract performance by the contractor.

(End of Clause)

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

## **ATTACHMENT: MEDICAL ACCOMODATION PROCEDURES**

Medical accommodation – MCC has engaged the services of the U.S. Department of State's Office of Medical Services (MED/DP) for adjudication on requests for medical accommodations due to disability. MCC will facilitate this process but will not adjudicate disputes or appeals in connection with these requests. If the Department of State's policies for reviewing these requests changes, MCC will be responsible for notifying contractors of the change but will not be responsible for providing an alternative for medical accommodation requests.

Detailed Procedures - Travelers requesting medical accommodations based upon disability must complete the steps below.

Traveler completes Form DS4086. When complete the traveler selects the "Submit" button, which will create and attach the document to an e-mail addressed to MED/DP at [meddp@state.gov](mailto:meddp@state.gov) with a copy to the MCC Travel Office at [mccmedical@mcc.gov](mailto:mccmedical@mcc.gov).

Traveler then downloads and provides their physician with Form DS4086A which the physician completes and signs. Once signed, the traveler OR their physician e-mails a scanned .pdf attachment to MED/DP at [meddp@state.gov](mailto:meddp@state.gov). Alternatively it can be faxed Attn: Domestic Programs 202-663-3673.

MED/DP makes a medical determination based on the information provided by the traveler and the traveler's physician on the DS 4086A. MED/DP will e-mail the traveler with its decision. If approved, MED/DP will attach a scanned, signed DS-4086. The traveler must e-mail the signed DS-4086 to the travel office at [mccmedical@mcc.gov](mailto:mccmedical@mcc.gov). The DS-4086A, is a State Department document only and should NOT be sent to [mccmedical@mcc.gov](mailto:mccmedical@mcc.gov).

MCC will not approve any business class accommodations beyond normal MCC guidelines unless the traveler has completed the medical accommodation paperwork and received a positive response from MED/DP.

Please note that the process can take several weeks and will depend on how quickly the traveler's physician faxes the completed DS4068A to MED/DP.